

OCCUPATIONAL THERAPY CONTRACT

This OCCUPATIONAL THERAPY CONTRACT (herein referred to as “Agreement”) is made and entered into effective as of 5/5/2021 by and between Lakeview Academy (the “School”) and Richard Hagen Occupational Therapy, LLC d/b/a Richard Hagen Educational Therapy Professionals.

WHEREAS the School desires to contract with Richard Hagen Educational Therapy Professionals to provide Occupational Therapy services for the 2021 – 2022 school year; and

WHEREAS Richard Hagen Educational Therapy Professionals has agreed to perform these services for the School under the terms and conditions set forth in this Agreement,

THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is hereby agreed between the School and Richard Hagen Educational Therapy Professionals as follows:

- I. **RICHARD HAGEN EDUCATIONAL THERAPY PROFESSIONALS WILL:**
 - A. Perform Occupational Therapy Services in accordance with the Individual Education Program (IEP) for each individual student and/or for students not on an IEP who have been specifically referred to Richard Hagen Educational Therapy Professionals for services under the terms of this Agreement by the School (each a “Student” and collectively the “Students”)
 - B. Provide the following services through the assigned Occupational Therapist and/or Certified Occupational Therapy Assistant:
 1. Evaluate each Student and provide evaluation results and intervention recommendations;
 2. Set up appropriate treatment plans and collaborate on goals and progress benchmarks for each Student;
 3. Formulate and provide methods of intervention to be used for each Student;
 4. Provide therapy services which may include
 - a. direct Student intervention,
 - b. teletherapy Student intervention,
 - c. monthly Student supervision by the OT
 - d. collaboration on a Student with teacher, staff, and/or parent,
 - e. student screenings,
 - f. student evaluations and assessments,
 - g. student sensory observations,
 - h. evaluation writeups, IEPs, intervention documentation,
 - i. providing therapy resources upon request, and teacher/staff training meetings as requested and authorized by the School
 5. Consult with staff concerning student progress, interventions, and recommendations
 6. Consult on physical arrangements of the classroom to meet the student’s needs as requested
 7. Assist the teacher and aide to understand appropriate treatments through demonstration and supervision in the classroom; and

8. Prepare and provide regular treatment and progress notes. Treatment notes will be written for each intervention session with a Student. Progress notes will be provided as required by law for each semester
 9. Provide other Occupational Therapy services as needed and appropriate under state and national licensure.
- C. Conform to all applicable policies of the School, State and Federal Regulatory statutes.
- D. Richard Hagen Educational Therapy Professionals will submit monthly invoice to the School by the 20th of the following month.

II. SCHOOL WILL:

- A. Provide overall supervision of services to the Students on an IEP to determine whether the IEP developed by the Special Education Department is being carried out properly
- B. Provide Payment to Richard Hagen Educational Therapy Professionals as follows:
1. Be responsible for payment of fees for services rendered by a Licensed Occupational Therapist or Certified Occupational Therapy Assistant contracted with Richard Hagen Educational Therapy Professionals at the rate of seventy dollars (\$70.00) per hour, as well as provide reimbursement to Richard Hagen Educational Therapy Professionals for the cost of assessment protocols utilized for student evaluations.
 2. Provide payment for travel to and from School for travel time greater than 20 minutes each direction. The travel time rate is the same hourly rate per license/position as listed above (IIB1) and will be for the actual amount of time spent traveling for the services provider
 3. Provide payment to Richard Hagen Educational Therapy Professionals within 30 days from the date of invoice for services provided.
- C. Not hire, contract with, or otherwise obtain services directly or indirectly from any Occupational Therapist, Certified Occupational Therapy Assistant, Speech Language Pathologist, Speech Technician, Speech Language Aide, School Psychologist or any other service provider who has provided services to the School in behalf of Richard Hagen Educational Therapy Professionals for a period of no less than 2 years after termination of this Agreement with Richard Hagen Educational Therapy Professionals

III. TERM AND TERMINATION:

This Agreement shall be effective on the date signed and remain in full force and effect for the remainder of the specified school year, unless and until one of the parties gives thirty (30) days' notice in writing to the other party of its intention to terminate this Agreement. Upon termination of this agreement, IIB and IIC will continue to be fulfilled and held enforceable.

IV. REVIEW AND RENEWAL AT END OF SCHOOL YEAR:

The provisions of the Agreement and the program of services carried out pursuant thereto shall be reviewed and examined prior to the end of the school year to determine whether the provisions of this Agreement shall be modified and/or continued for the next school year.

V. INDEPENDENT CONTRACTOR STATUS:

The relationship of Richard Hagen Educational Therapy Professionals to the School shall be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties.

VI. OWNERSHIP OF MATERIALS CREATED BY RICHARD HAGEN EDUCATION THERAPY PROFESSIONALS:

School acknowledges that Richard Hagen Educational Therapy Professionals may utilize materials that it has developed to assist it in providing the services described in this Agreement. Richard Hagen Educational Therapy Professionals owns such materials including any enhancements or revisions to such materials ("Richard Hagen Educational Therapy Professionals Proprietary Information"). Richard Hagen Educational Therapy Professionals Proprietary Information shall include, but shall not be limited to, templates and component objects, including database schema templates, report templates, guidelines, testing methodologies and documentation, support therapy methodologies and documentation. School acknowledges that the Richard Hagen Educational Therapy Professionals Proprietary Information is the sole property of Richard Hagen Educational Therapy Professionals for use by Richard Hagen Educational Therapy Professionals. Richard Hagen Educational Therapy Professionals hereby grants to the School a royalty-free, nonexclusive, nontransferable license to use the Richard Hagen Educational Therapy Professionals Proprietary Information in connection with and as necessary to receive the benefits of the services provided by Richard Hagen Educational Therapy Professionals under this Agreement. Upon termination of this Agreement, the School shall no longer use and shall return (and destroy all copies of) all Richard Hagen Educational Therapy Professionals Proprietary Information.

VII. MISCELLANEOUS:

A. Assignment. Neither party will assign any part or all of this Agreement without the other party's prior written consent. Any attempt to assign in violation of this section is void in each instance. Notwithstanding the foregoing, a party may assign this Agreement (or any of its rights and obligations under this Agreement) upon notice to the other party in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

B. Governing Law/Venue. This Agreement is governed by Utah law, excluding its conflicts of law rules. Contractor irrevocably submits to venue and exclusive personal

jurisdiction in the federal and state courts in St. George, Washington County, Utah, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

- C. Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile or electronic mail with confirmation or personal delivery to the other party at the address below the party's signature line below. If no address is listed for the School, notice to the School will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile or electronic mail with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this section.
- D. Severability. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
- E. No Waiver. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.
- F. Cumulative Rights/Construction. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.
- G. Survival. The following provisions survive termination or expiration of this Agreement: the payment provisions in Article II.B; the no-hire provision of Article II.C; the independent contractor provision of Article V; the ownership of materials and intellectual property provision of Article VI; and this general section of Article VII, including without limitation, Limitation of Liability (Section VII.I).
- H. Injunctive Relief. School acknowledges that any material breach of Article II.C (no hire provision) or Article VI (ownership of materials and intellectual property) by School would cause Richard Hagen Educational Therapy Professionals irreparable harm for which it has no adequate remedies at law. Accordingly, Richard Hagen Educational Therapy Professionals is entitled to specific performance or injunctive relief for any such breach.
- I. LIMITATION OF LIABILITIES. EXCEPT FOR LOSSES, DAMAGES OR LIABILITIES (i) ARISING UNDER ARTICLE II.C, OR (ii) ARISING OUT OF

ANY ARISING OUT OF ANY BREACH OF THE OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY OBLIGATIONS UNDER ARTICLE VI OF THIS AGREEMENT BY THE SCHOOL OR ITS PERSONNEL, (A) NEITHER PARTY WILL BE LIABLE (WHETHER IN CONTRACT OR IN TORT) UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF RICHARD HAGEN EDUCATIONAL THERAPY PROFESSIONALS WILL NOT EXCEED THE TOTAL AMOUNT PAID BY SCHOOL PURSUANT TO THIS AGREEMENT.

- J. Entire Agreement. This Agreement constitutes the complete and final agreement of the parties pertaining to the services to be provided hereunder and supersedes the parties' prior agreements, understandings and discussions relating to such services. No modification of this Agreement is binding unless it is in writing and signed by the School and Richard Hagen Educational Therapy Professionals.
- K. Counterparts and Electronic Signature. This Agreement may be executed by facsimile or electronic mail (by exchange of .pdf signed copies) and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

This Agreement is signed by duly authorized representatives of the parties

Insert School Name: **Lakeview Academy**

Date

Signature: _____

Name (& Title): _____

School Notices to:

Address: _____

Email: _____

Richard Hagen Occupational Therapy, LLC d/b/a Richard Hagen Educational Therapy
Professionals

By: Richard Hagen

Richard Hagen, Owner

5-5-2021

Date

Notices to:

Address: 535 South 650 West
Hurricane, Utah 84737

Email: admin@edutherapypro.com